

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Charles A. Harter,	)	
Complainant,	)	
	)	
vs.	)	Case No: EC-2013-0491
	)	
Union Electric Company, d/b/a	)	
Ameren Missouri,	)	
Respondent.	)	

ANSWER

COMES NOW, Union Electric Company, d/b/a Ameren Missouri (“Ameren Missouri” or “Company”), and for its Answer filed in this proceeding, states as follows:

1. May 7, 2013, Mr. Charles A. Harter, with a residence address and service address of 827 S. Sappington, St. Louis, Missouri 63126, initiated this proceeding against the Company.

2. Any allegation contained in Complainant’s Motion that is not specifically admitted herein by the Company should be considered denied.

3. References hereafter to numbered paragraphs refer to the numbered paragraphs of Complainant’s Motion.

4. In response to paragraph 2, Ameren Missouri admits: that the Company and Complainant entered into a Cold Weather Rule payment agreement, as set out more fully in paragraph 5.k., below; and that after Complainant defaulted under the agreement the Company refused to reinstate that particular agreement. Ameren Missouri denies the remainder of the allegations of paragraph 2.

5. In further answer, Ameren Missouri offers the following chronology regarding Complainant’s account history:

a. September 17, 2012 and September 20, 2012, the Company sent disconnect notices to Complainant, advising that unless the \$***.** prior delinquent balance portion of his bill was paid by October 2, 2013, his electric utility service would be disconnected for nonpayment.

b. October 3, 2012, Complainant's electric utility service was disconnected for nonpayment. The same day, Complainant called the Company's Customer Contact Center (the "Center") with a receipt number and reported a payment of \$***.**. After discussion, the Company representative agreed to issue a reconnect order in consideration of the \$***.** payment, and the Company and Complainant agreed to enter into a three-month non-Cold Weather Rule payment agreement to address the remaining balance. Complainant's electric utility service was restored that same day.

c. The payment agreement allowed Complainant to pay the balance of his then current bill, \$***.** (\$***.** delinquent balance, plus \$**.** late payment charge, plus \$***.** for electric utility service from August 15, 2012 through September 16, 2012, minus the \$***.** payment), in three monthly installments of \$***.** each, beginning with the next billing cycle. Complainant was advised that he must also pay his current amount due for utility service during each month of the payment agreement, that a failure to pay any amount less than the full amount due before the due date would result in a default of the payment agreement, and that upon default, the entire balance of the agreement would be billed to his account. A payment agreement letter setting out the terms was mailed to Complainant on October 3, 2012.

d. The Company sent Complainant a bill on October 16, 2012, which included \$**.** for electric utility service from September 16, 2012 to October 15, 2012, the payment agreement installment of \$***.**, and a \$**.** fee for the service reconnection on October 3, 2012, for a total of \$***.**, due October 29, 2012. Complainant failed to make any payment at all until more than four weeks after the due date, thereby defaulting on the payment agreement.

e. As a result of Complainant's default, the entire payment agreement amount, \$***.**, became due and was included in the bill sent to Complainant on November 15, 2012. The bill also included the prior month's unpaid charges, a late payment charge of \$*., and the amount due for electric utility service from October 15, 2012 through November 14, 2012, \$**., for a total of \$***.**.

f. November 15, 2012 and November 20, 2012 the Company sent disconnect notices to Complainant, advising that unless the prior delinquent balance portion of his bill, then \$***.**, was paid by December 3, 2012, was paid, his service would be disconnected for nonpayment.

g. November 20, 2012, Complainant called the Center about his account. A representative offered him a Cold Weather Rule payment agreement which would require him to pay \$***.** by December 3, 2012, and twelve monthly installment payments of \$**.**. He was advised that if he paid by the 3rd, the new bill that would issue on December 18, 2012, would reflect the agreement. He was also advised that he must pay his bill by the delinquent date each month to avoid defaulting on the agreement. Complainant maintained that he could only make a payment after the third Wednesday each month. The representative advised that he would not be able to select his payment date. Complainant did not agree to the terms of the offered Cold Weather Rule payment agreement and asked to speak with a supervisor. A supervisor called him back later that day and left a voicemail including her office telephone number. Complainant did not return the call.

h. December 3, 2012, Complainant called and made an account inquiry through the Company's automated Voice Response Unit. He was advised that a payment of \$***.** was due November 29, 2012, and to pay \$***.** by December 3, 2012 to avoid disconnection. Complainant called the Center later that day and advised a representative that he made a payment in that amount. The representative confirmed to Complainant that due to the payment, he was no longer in threat of disconnection. On December 4, 2012, the Company received the \$***.** payment.

i. December 16, 2012 the Company sent Complainant a bill which included \$***.** for electric utility service from November 15, 2012 through December 15, 2012, a late payment charge of \$**., and a prior unpaid balance of \$***.** (\$***.** minus \$***.**), for a total of \$***.**.

j. December 17, 2012 and December 20, 2012, the Company sent disconnect notices to Complainant, advising that unless the \$***.** prior delinquent balance portion of his bill was paid by January 4, 2013, his service would be disconnected for nonpayment.

k. December 21, 2012, Complainant called the Center and told a representative that he was to have been set up on a Cold Weather Rule payment agreement. The representative agreed to set him up on an agreement beginning with the next billing cycle, thereby avoiding disconnection for failure to pay the entire \$***.** delinquent balance, provided he made an initial payment of \$***.** by January 4, 2013, and twelve monthly installments of \$**.**. The

representative explained the terms of the agreement, and Complainant agreed. On January 2, 2013, Complainant made a payment in the amount of \$****.**.

l. January 4, 2013, before Complainant's new Cold Weather Rule payment agreement was processed in the Company's billing system, Complainant received an automated collection call advising of a possible disconnect for nonpayment of the full \$****.** delinquent balance. However, on that same day, a Company representative set the Cold Weather Rule payment agreement up, the pending disconnect order was voided and the account was removed from collections. A Cold Weather Rule payment agreement letter was also sent to Complainant that day.

m. The Company sent Complainant a bill on January 18, 2013, which included \$****.** for electric utility service from December 16, 2012 to January 17, 2013 and the Cold Weather Rule payment agreement installment of \$**.**, for a total of \$****.**, due February 1, 2013.

n. February 13, 2013, Complainant called the Center and made an account inquiry through the Company's automated Voice Response Unit. He was advised that a payment of \$****.** was due as of February 1, 2013, and to pay that amount by March 6, 2013 to avoid disconnection. On February 14, 2013, the Company received a payment of \$****.**. Although Complainant failed to make the payment by the February 1, 2013 due date, the payment agreement did not default because the payment was received before the February bill on Complainant's account was issued.

o. The Company sent Complainant a bill on February 18, 2013 that included \$****.** for electric utility service from January 17, 2013 to February 17, 2013 and the Cold Weather Rule payment agreement installment of \$**.**, for a total of \$****.**, due March 1, 2013.

p. March 1, 2013, Complainant called the Center, claimed he had paid his account balance in full but refused to give any specific payment information to the representative. When the representative asked if there was anything else he could help Complainant with, Complainant disconnected the call. Despite the claim, the Company did not receive any payment from Complainant at any time during March, 2013. Complainant's failure to pay his February bill before his next bill issued in March resulted in a default of the Cold Weather Rule payment agreement.

q. The Company sent Complainant a bill on March 19, 2013 that included a notation that he had defaulted on a payment agreement, included the entire balance of the defaulted Cold Weather Rule payment agreement, \$***.**, the prior month's unpaid balance, \$***.**, a late payment charge of \$*.**, and the amount due for electric utility service from February 17, 2013 through March 18, 2013, \$***.** for a total of \$***.**, due April 2, 2013.

r. March 19, 2013 and March 22, 2013, the Company also sent disconnect notices to Complainant, advising that unless the \$***.** prior delinquent balance was paid by April 4, 2013, his service would be disconnected for nonpayment. On April 1, 2013, the Company received a payment of \$***.** from Complainant. Because the minimum requirement payment was made, the pending disconnect order was voided and the account was removed from collections. Complainant made no other payments towards his bill in April.

s. The Company sent Complainant a bill on April 18, 2013, which included \$***.** for electric utility service from March 18, 2013 to April 17, 2013, a late payment charge of \$*.** and the remaining prior delinquent balance of \$***.** (\$***.** minus the \$***.** payment), for a total of \$***.**, due May 1, 2013.

t. April 18, 2013 and April 23, 2013, the Company also sent Complainant disconnect notices, advising that unless the \$***.** prior delinquent balance was paid by May 3, 2013, his service would be disconnected for nonpayment.

u. April 30, 2013, Complainant called the Center. The representative advised him that he defaulted on his Cold Weather Rule payment agreement for failure to make his payment in time, and could not reinstate the agreement. The representative offered Complainant a non-Cold Weather Rule payment agreement, with an initial payment of \$***.** (half the \$***.** account balance). Complainant was advised to pay the \$***.** by May 3, 2013 to avoid the pending disconnection, and to call the Center back with a receipt number for that payment, after which the remaining balance could be placed on a non-Cold Weather Rule payment agreement to be paid over three equal monthly installments. Complainant asked to be transferred to a supervisor, but hung up during the transfer process.

v. May 3, 2013, Complainant called the Center and requested a payment agreement. The representative advised him to pay \$***.** that day, to call back with a payment receipt number, after which the remaining balance could be placed on a non-Cold Weather Rule payment agreement to be paid in three monthly installments of \$**.** each. While on hold,

Complainant hung up. Complainant called back a few minutes later and provided a receipt number for the required payment. The representative advised Complainant of the terms of the agreement, including making installment payments of \$**.**. That day, a payment agreement letter including the terms of the agreement was also mailed to Complainant. In addition, the pending disconnect order was voided and the account was removed from collections.

w. The Company sent Complainant a bill on May 17, 2013 that included \$**.** for electric utility service from April 17, 2013 to May 16, 2013 and the non-Cold Weather Rule payment agreement installment of \$**.**, for a total of \$***.**, due May 31, 2013. On June 3, 2013, Complainant sent a payment of \$***.**.

6. In response to paragraph 3, Ameren Missouri admits: that Complainant has repeatedly called the Company. Ameren Missouri is without information sufficient to form a belief about whether the Commission did or did not investigate claims made by Complainant and therefore denies the same. Ameren Missouri denies the remainder of the allegations of paragraph 3 of the Complaint.

7. In his prayer for relief, Complainant asks that his service not be disconnected and that his cold weather rule budget agreement be reinstated. In response, Ameren Missouri states as follows:

a. As to disconnection, at the date of this Answer, Complainant is not in threat of disconnection for nonpayment. The Company notes, however, that because his most recent payment was not made by the May 31, 2013 bill due date, and was not for the full amount due, that if the remaining \$**.** due on that bill is not paid before his June bill is generated he will be in default under the non-Cold Weather Rule payment agreement he entered into on May 3, 2013, and the entire balance under that payment agreement will be billed to his account. The Company acknowledges and will comply with 4 CSR 240-13.070(6), however, and will suspend any disconnection actions related to *matters in dispute* during the pendency of a Complaint, and therefore will suspend any disconnection related to non-payment of the balance of Complainant's defaulted Cold Weather Rule payment agreement (which was rolled into the subsequent non-Cold Weather Rule payment agreement), \$***.** (\$**.**, plus the subsequent installments). The Company notes, however, that 4 CSR 240-13.050(1)(A) and (D) permit utilities (provided proper notice is provided) to discontinue service for nonpayment of an *undisputed delinquent charge* or for failure to comply with the terms of a "settlement agreement", which per 4 CSR

240-13.015(1)(W), includes an agreement that provides for the payment of undisputed charges over a period longer than the customer's normal billing period. Therefore, the Company does not intend to suspend any future disconnection action that is *unrelated* to the prior defaulted payment agreement, such as disconnection for a future failure to pay charges for electric utility service not included in the defaulted payment and agreement and not billed to Complainant until after the date the Complaint was filed, or for default under a future settlement agreement.

b. As to reinstatement of the Cold Weather Rule payment agreement

Complainant entered into in January of 2013, Complainant is not entitled to reinstatement of that agreement because although customers are entitled to reinstatement under certain conditions set forth in the rule, Complainant demanded reinstatement on April 30, 2013, well outside of the period, November 1 through March 31 annually, during which the Cold Weather Rule takes precedence over other Commission rules. 4 CSR 240-13.055(2).

8. The following attorneys should be served with all pleadings in this case:

Sarah E. Giboney, #50299
Smith Lewis, LLP
111 South Ninth Street, Suite 200
P.O. Box 918
Columbia, MO 65205-0918
(573) 443-3141
(573) 442-6686 (Facsimile)
Giboney@smithlewis.com

Wendy K. Tatro, # 60261
Corporate Counsel
Union Electric Company, d/b/a Ameren
Missouri
1901 Chouteau Avenue, MC-1310
P.O. Box 66149, MC-1310
St. Louis, Missouri 63166-6149
(314) 554-3484 (Telephone)
(314) 554-4014 (Facsimile)
AmerenMOService@ameren.com

WHEREFORE, Ameren Missouri respectfully requests that the Commission issue an order denying Complaint's requests for relief, or in the alternative, setting the matter for hearing.

SMITH LEWIS, LLP

/s/Sarah E. Giboney
Sarah E. Giboney, #50299
111 South Ninth Street, Suite 200
P.O. Box 918
Columbia, MO 65205-0918
(573) 443-3141
(573) 442-6686 (Facsimile)

giboney@smithlewis.com

Attorney for Ameren Missouri

By: /s/ Wendy K. Tatro

Wendy K. Tatro, # 60261

Corporate Counsel

Ameren Services Company

P.O. Box 66149

St. Louis, MO 63166-6149

(314) 554-3484 (phone)

(314) 554-4014 (fax)

AmerenMOService@ameren.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing Response to Amended Allegations was served on the following parties via electronic mail (e-mail) or via certified and regular mail on this 6th day of June, 2013.

Nathan Williams, Deputy Staff Counsel
John Borgmeyer, Associate Staff Counsel
Missouri Public Service Commission
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
Nathan.williams@psc.mo.gov
John.Borgmeyer@psc.mo.gov

Lewis Mills
Office Of Public Counsel
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov
Lewis.mills@ded.mo.gov

Charles A. Harter
827 S. Sappington
St. Louis, MO 63126

/s/ Sarah E. Giboney
Sarah E. Giboney